

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Chandra O'Brien Miller
Firm Name: MacMorris & Carbone
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Email: Chandra_Miller@CSAA.com

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ X Judicial Arbitration ☐ Mediation ☐ Neutral Evaluation ☐ Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
<u>1968-1974</u>	<u>U.C. Berkeley</u>	<u>A.B.</u>
<u>1976-1979</u>	<u>Golden Gate University</u>	
	<u>School of Law</u>	<u>J.D.</u>

4. LEGAL EXPERIENCE: State Bar No. 92258 Date Admitted: 1980

A. Are you a member in good standing of the State Bar of California? ☒ X Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ X No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? ☒ X Yes ☐ No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? ☒ X Yes ☐ No

Approximately what percentage of your practice involves litigation? 95 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs _____ % ; of defendants 100 %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 2 ; Court Trials _____ ; Mediations 50+ ; Arbitrations 10 ;

G. Describe any legal publications or teaching you have done: 0

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates

A. Number of years experience as: mediator ____; arbitrator 10; neutral evaluator ____;
 B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: _____

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: _____
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D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
 1. Auto Collision - Judicial arbitrator 2003;
 2. Slip and Fall - 1999;
 3. Collapse of Chair - 2002;
 4. Assault & Battery - 2003;
 5. _____;

E. Is your ADR style best described as ____ facilitative or ____ evaluative/directive?

F. Describe any ADR related publications or training you have done: _____

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. **Attach a copy of your fee agreement.** (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings:
N/A

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:

C. You are available to conduct ADR conferences: X in your office; ____ at counsel's office; ____ other (please describe: _____)

D. You are available to conduct ADR proceedings: X during regular office hours; _____ evenings by appointment; _____ weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: _____
Briefs are requested prior to hearing

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.					
Civil Rights					
Collections					
Construction					
Contracts					
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.	0-10%	X	X	X	X
Family Law					
HO Ass'n					
Insurance Cov.	0-10%	X	X	X	X
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice	0-10%	X	X	X	X
Partnership					
P.I. – Auto	90%	X	X	X	X
P.I. – Other	10%	X	X	X	X
Premises Liability	10%	X	x	X	X
Probate/Trust					
Product Liab.	0-10%	X	X	X	X
Real Property					
Securities					
Tax					
Toxic Torts					
Wrongful Death	0-10%	X	X	X	X
Other:	0-10%	X	X	X	X

ALAMEDA COUNTY SUPERIOR COURT STANDARDS OF CONDUCT FOR ADR PANEL MEMBERS

1. ADR Panel Members shall comply with all statutes, California Rules of Court, and Alameda County Superior Court Local Rules which apply to the ADR process they are providing.

- A. If appointed to the ADR Panel to serve as a JUDICIAL ARBITRATOR, I hereby affirm and acknowledge that I have read, will abide by and provide services in accordance with: 1) CCP 1141.10 – CCP 1141.32; 2) CRC 1600- 1618; 3) Evidence Code 703.5 and 1152; 4) Code of Judicial Ethics, Canon 6;
- B. If appointed to the ADR Panel to serve as a MEDIATOR or NEUTRAL EVALUATOR, I hereby affirm and acknowledge that I have read, will abide by and provide services in accordance with: 1) Evidence Code 1115 – Evidence Code 1128; 2) Evidence Code 703.5 and 1152; 3) CRC 1620-1622 (effective 1/1/03);
- C. If appointed to the ADR Panel to serve as a PRIVATE ARBITRATOR, pursuant to contractual agreement, stipulation, or court order, I hereby affirm and acknowledge that I have read, will abide by and provide services in accordance with: 1) CRC, Division VI, “Ethical Standards for Neutral Arbitrators in Contractual Arbitration;” 2) CCP 1281 – 1288.8; 3) Evidence Code 703.5; 4) And as applicable on a case by case basis: CCP 1295 (Medical Malpractice); CCP 1296 (Public Construction Contracts); CCP 1297.11-1297.341 (International Commercial Disputes); CCP 1298 (Real Estate Contracts); CCP 1299 (Firefighter/Law Enf. Officer Labor Disputes);

2. I agree to provide services in a timely manner in compliance with applicable statutes, CRC or local rules, including completion and return of any requested ADR panel reports, surveys, or other forms;

3. I agree to maintain continuous eligibility for the ADR panel(s) to which I am appointed through on-going training and continuing education. In the event of any change in circumstances which would warrant a “yes” response to any question in the Disclosure portion of this ADR Panel application, I will immediately advise the ADR Coordinator in writing and provide a full explanation;

4. I acknowledge and agree that the Court may investigate and attempt to resolve any complaints received against me arising from my service on the ADR Panel. I agree to cooperate fully with the investigation and to participate in mediative problem solving solutions to complaints or concerns. I agree that the Court, in its sole discretion, may issue a reprimand, remove me from the ADR Panel, and/or prohibit my future participation in the ADR Panel for failure to comply with the Standards of Conduct for ADR Panel Members. All decisions of the Court with regard to my ADR Panel participation are final;

5. Even though I may not have specifically applied to the Judicial Arbitration panel, if appointed as an ADR provider, I agree to serve as a judicial arbitrator in at least three (3) cases per year. I agree to provide such service without compensation for the first three (3) hours of hearing time per case. (Those who have specifically applied to the Judicial Arbitration panel may be requested to serve on more than three (3) cases per year; however, the Court will endeavor not to overburden any individual judicial arbitrator);

6. In recognition of the uncompensated service of Judicial Arbitrators, it is the Court’s intention that judicial arbitration hearings will not exceed three (3) hours and that at the end of a three hour hearing, the judicial arbitrator may, at his or her discretion, *summarily conclude the proceeding and render an award*. The parties may seek court approval for a “lengthy hearing” (one which exceeds three hours); however, a “lengthy hearing” will not be referred to an individual judicial arbitrator without his or her prior consent;

7. The Court and the California Administrative Office of the Courts will not defend or indemnify any ADR panel member in any claim arising from services provided. ADR panel members are strongly encouraged to obtain errors and omissions insurance from a qualified insurance carrier. Although a panel member may indicate in his/her marketing materials that he or she is a member of this Court’s panel, no panel member shall represent that he or she is approved, endorsed, certified or licensed by the Court.